

REQUEST FOR PROPOSAL



City of San Marcos Comprehensive Plan

ISSUED BY:
City of San Marcos – Development Services
630 E. Hopkins
San Marcos, Texas 78666

Request For Proposal

September 22, 2011

The City of San Marcos invites you to submit a proposal for an update to our Horizons Master Plan.

The City of San Marcos appreciates your time and effort in preparing this proposal. Please note that all proposals must be submitted in a sealed envelope marked "DO NOT OPEN – PROPOSAL – San Marcos Comprehensive Plan" and received by the Development Services Department, 2nd Floor,, 630 E. Hopkins, San Marcos, Texas 78666, no later than Tuesday, November 8th, 2011 at 2:00 p.m.

Proposals will be publicly acknowledged Tuesday, November 8th, 2011 at 2:00 p.m. at the City of San Marcos, Municipal Building - 1st Floor, Human Resources Training Room, 630 E. Hopkins, San Marcos, Texas 78666. All addenda can only be viewed at www.texasbidsystem.com. It is the Proponent's responsibility to check the site for the issuance of any addendums.

Semifinalists will be notified of their status Monday, November 21st, 2011. Presentations for semifinalists will be held on Friday, December 2nd, 2011 with one hour allotted for each presentation.

Award of the contract for this proposal will be made in the Council Chambers, City Hall, at the 7:00 p.m. meeting of the City of San Marcos City Council on Tuesday, December 6, 2011 or any subsequent date.

IT IS UNDERSTOOD that the City of San Marcos reserves the right to reject any and/or all proposals as it determines is in the best interest of the City.

Thank you,

Matthew Lewis, CNU-A
Director
Development Services

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3. GENERAL SPECIFICATIONS

A. INTRODUCTION: The City of San Marcos ("The City") seeks to revise its existing Master Plan, Transportation Master Plan, and Sector Plans, resulting in an up-to-date and inclusive Comprehensive Plan. The City will engage the community in a participatory process to build consensus for the Comprehensive Plan ("The Plan") around a vision for the City between now and 2031. The plan will address existing conditions, visioning for the future, growth/annexation, and redevelopment opportunities. The Plan will be adopted by the City Council in order to provide direction to City officials, staff, residents, businesses, and the development community to implement the community's vision. The City is therefore accepting sealed proposals from qualified firms or individuals (the "Proponent") to complete the Plan for the City.

B. BACKGROUND: The Horizons Master Plan was adopted in 1996, after extensive public outreach, and revised in 2004. It has not been updated or fully analyzed since 2004. While the essential information of the document remains largely the same, the City of San Marcos has changed and grown – most notably attaining an approximate population of 50,000 in 2007. Also, amendments to the Future Land Use Map for individual tracts have occurred on a case-by-case basis. As a result, much of the data is outdated. Additionally, the City Charter calls for updates to the plan every ten years. The City also has seven adopted Sector Plans and two draft Sector Plans for specific areas of the city; these are also in need of updates. Currently, the Master Plan, the Sector Plans, and the Future Land Use map are often in conflict with one another, reducing predictability and clarity in land use recommendations. As the Plans are updated, the City anticipates updating its Land Development Code and processes to support them and maintain consistency.

The scope and breadth of master plans has shifted to include many elements not in the original plan, such as sustainability and creating a denser, walkable, compact central city. Additionally, newer plans are typically highly graphic, which makes them more understandable to the public and allows the conveyance of a great deal of information in a more approachable format. It is the City's intention to develop a comprehensive plan that integrates the essential information of the Horizons Master Plan, while bringing the data, recommendations and format into the 21st Century in a highly visually descriptive document everyone can use. The document will be a living document, with a broad scope and detailed analyses that allow for updating every few years. It will provide an extensive update of the Horizons Master Plan while recognizing changes in the city's demographics and growth patterns.

The new plan will also incorporate the goals of the City Council, adopted in 2011. They are: Sound Finances; Customer Friendly Process; Big Picture Infrastructure; Maintain and Protect the San Marcos River; and Community Wellness/Strengthen the Middle Class.

The City is currently undergoing a community visioning program with its Dream San Marcos website (<http://sanmarcostx.ideascale.com/>), hosted through IdeaScale, and numerous related public meetings. It is expected that the Comprehensive Plan drafting

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process will fully integrate the established vision gained from the visioning process, and continue the process of engaging the whole community in both traditional and innovative ways.

C. PROJECT/SCOPE OF WORK: The following items represent a general Scope of Work. Proponents must prepare a preliminary scope of work and Project Schedule to achieve the following requirements. A preliminary scope of work must be included in the overall response. The City and the Proponent will determine the final scope of work during Proponent selection process. This is a high-priority project, and as such a time frame of twelve to eighteen months for completion is expected. If awarded a contract, the successful Proponent will:

1. Establish and implement a community outreach and information strategy to ensure appropriate resident, student, business and staff involvement throughout the planning process. A local presence may be requested for public input gathering.
2. Implement the Vision for San Marcos using data gathered during the “Dream San Marcos” event and subsequent events and continue to use innovative techniques, such as crowdsourcing, in addition to traditional meeting formats.
3. Evaluate existing planning documents, including the Horizons Master Plan, Sector Plans, Campus Boundary Master Plan, CDBG Consolidated Plan, Downtown Master Plan and Downtown Implementation Plan, Transportation Master Plan, Housing studies and the Parks Master Plan, the Regional Plan for the SmartCode along with regional plans such as the CAMPO 2035 plan and the Central Texas Greenprint for Growth. Also, coordinate with ongoing updates to all other plans, including the Water and Wastewater Master Plan and the Sustainability Plan.
4. Research and analyze existing land use patterns, development patterns and projects, environmental constraints and codes to establish existing conditions
5. Formulate and recommend objectives and implementation strategies based on the results of the participatory process and condition analysis.
6. Prepare a Future Land Use map and land use recommendations for the city limits and extra-territorial jurisdiction. An innovative and flexible approach to land use patterns and land use recommendations should be used that may remove the need for frequent Future Land Use Amendments.
7. Provide additional recommendations or overlays for growth corridors, watersheds, recharge zones, sensitive areas, riparian corridors, floodplain and floodways.
8. Prepare a Comprehensive Plan that incorporates Future Land Use recommendations, growth patterns, and land use coding, to encompass the city limits and preferred growth corridors. The Master Plan should be highly graphic, illustrative, jargon-free and implementable.
9. Develop the Transportation Master Plan as part of the overall project. Include sidewalks, bike/hike trails, and transit.
10. Include computer modeling in the Transportation Master Plan, for high-traffic areas and those areas projected to be high-traffic.
11. Update all Sector Plans to be consistent with the Comprehensive Plan and the Community Vision.

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12. Include areas to be designated as “Preferred Growth Corridors” and “Preferred Growth Districts”.
13. Include the San Marcos Airport in analysis and recommendations, as a Preferred Growth District
14. Include an Economic Development analysis and projections
15. Participate in Public Meetings and presentations to the public, Planning and Zoning Commission and City Council. City staff will be the primary point of contact for the meetings and presentations, with support from the selected firm.
16. Describe a strategy for implementation, with clear timelines and specific action items identified such as recommendations for the Capital Improvements Plan, code revisions, process changes, and tools and techniques.
17. Present to staff a series of strategies for implementation and process updates.
18. Present to the City Council and Planning and Zoning Commission. Attend all public hearings related to adoption of the Plan.

4. SPECIAL PROVISIONS

A. PREPARATION OF PROPOSAL: Proponents are encouraged to submit concise and clear responses to this RFP. Responses of excessive length or complexity are discouraged. Responses should include a preliminary scope of work, projected calendar, and team organizational chart. The City reserves the right to include the selected proposal or any part or parts of the selected proposal in the final contract. Proprietary data or software should not be included in the proposal.

B. REIMBURSEMENTS: The City makes no commitment to any proponent of this RFP beyond consideration of the written proposal. The City will not reimburse proponents for the costs incurred in preparing proposals, presentations, etc.

C. COLLUSION: By submission of a proposal, the Proponent certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with any cost proposal submitted by the Proponent, the prices which are quoted are not the product, direct or indirect, of any collusion with any other proponent, and have not been knowingly disclosed by the Proponent directly or indirectly to any other proponent prior to submission to the City.

D. EFFECTIVE PERIOD OF PROPOSALS: All proposals must state the period for which the proposal will remain in effect. Such period shall not be less than 120 days from the proposal due date.

E. ADDITIONAL INFORMATION: Inquiries regarding this RFP will be submitted in written form only, and must be received by 5:00 p.m. Central Standard Zone, ten (10) calendar days prior to the proposal submission date. Inquiries may be mailed, emailed, or sent via facsimile. All inquiries must include a contact person, address, email address, phone number and facsimile number.

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Questions will be submitted to:

Project Manager – Comprehensive Plan
City of San Marcos
630 East Hopkins
City, Texas 78666
Phone: 512.393.8230
Fax: 512.392.9190
Email: Comp_Planprojectmgr@sanmarcostx.gov

F. ADDENDUMS: Any changes resulting from the questions submitted affecting specifications, the scope of work, or which may require an extension to the proposal due date will be reduced to writing in the form of an addendum to this solicitation. Addenda can only be viewed at www.texasbidsystem.com. It is the Proponent's responsibility to check the above site to determine if the City has issued any addenda.

G. LOBBYING PROHIBITED: Potential proponents are prohibited from directly or indirectly communicating with City Council members regarding its qualifications or any other matter related to the eventual award of a contract for the services requested in this RFP. Potential proponents are prohibited from contacting City staff or evaluation committee members regarding their qualifications or the award of a contract. **Any violation will result in immediate disqualification of the Proponent from the selection process. All contact shall be submitted in writing by mail or email to the point of contact listed above.**

H. CITY ARTWORK: Use of the City seal or the City brand on proposals is not permitted.

I. PAYMENT: Prior to execution of the contract, the Proponent will complete a Request for Taxpayer Identification Number and Certification Form (See Attachment "B"). The City will not make payment against the contract until it has received the properly completed form. If awarded a contract(s), the Proponent will invoice the City for services rendered accompanied by the City's requisition form (in triplicate) and any other necessary documentation. Payments must be approved by the City's Project Manager and the appropriate staff in the Finance Department.

J. PIGGYBACK OPTION: The City reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this proposal to any and all public entities, subdivisions, school districts, community colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be deleted from the original contract. The Proponent will notify any governmental entity that wishes to use any contract resulting from this proposal that it must contact the City Purchasing Manager for approval of its utilization of the City's contract.

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The City assumes no authority, liability or obligation, on behalf of any other governmental entity that may use any contract resulting from this proposal. All purchases and payment transactions will be made directly between the successful Proponent and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

K. “GREEN” PROCUREMENT: It is the City’s objective to be proactive with regard to the environment. The City encourages “Value Purchasing” of environmentally friendly products. Proponents are encouraged to clearly identify any green solution in their proposals or a proponent may propose a separate alternative “Green” solution proposal, in a separate envelope marked “Green Solution”. The Green solution alternative proposal will meet the minimum performance, and delivery standards. Proponents are also encouraged to make their submittals as environmentally friendly as possible. Double-sided prints, recycled paper, soy-based inks, and re-usable or recyclable bindings are encouraged, in addition to digital submissions in pdf format.

L. PROTESTS: A protest to the City's consideration of any proposal must be submitted in writing and received by the Director of Development Services no later than 5 calendar days after the proposal due date. A written reply to the protest will be sent to the protesting proponent by the City’s Director of Development Services. The protest must contain:

1. Identification of the statute or procedure that is alleged to have been violated;
2. A precise statement of the relevant facts;
3. Identification of the issues to be resolved; and
4. Aggrieved party’s argument and supporting documentation.

5. RESPONSE TO THE REQUEST FOR PROPOSALS

The following items are required in each proposal. In order to expedite the evaluation of proposals, proponents will organize their proposals in the sequence provided below. Instructions regarding scope and contents are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the proposal.

A. BACKGROUND: Describe the Proponent, history and philosophy, including the Proponent’s name, website URL, business address, and telephone number. The background section is limited to a length of one page.

B. PROJECT SCOPE: Describe the proposed scope of the project within the parameters identified in the previous section. Include a sample timeline, and identify important benchmarks.

C. EXPERIENCE IN PREPARATION OF COMPREHENSIVE PLANS: Proponents will identify the Project Team's experience and qualifications in performing and implementing Comprehensive Plans and Transportation Master Plans using innovative public involvement techniques, sustainability metrics, Form-Based Codes, and infographics.

D. EXPERIENCE IN PROJECT MANAGEMENT AND IMPLEMENTATION: Describe the Proponents experience in project management and provide a list of governmental entities with which the Proponent has provided project management and Comprehensive Plan development and implementation services.

E. KEY PROJECT PERSONNEL AND QUALIFICATIONS: Provide background and professional qualifications of personnel directly assigned to this Project. Provide descriptions of each person's responsibilities, related experiences, and references to include the following:

1. Professional resumes for key personnel;
2. Education and professional licensing of key personnel as it relates to this Project;
3. A list of previous projects, similar in size and complexity, in which key personnel have played a significant role;
4. Identify the role and responsibilities of key personnel for the duration of the ensuing contract; and
5. An organizational chart that clearly describes your firm's project organization with supervisory reporting for this Project.
6. Identify any subcontractors that are members of the project team, their roles, and expected percentage of participation in the project.
7. Identify previous team relationships;
8. Team personnel should include at minimum an economist; an illustrator, an urban planner; a landscape architect; an architect; a hydrologist and/or geologist and a civil engineer. Accreditations such as CNU-A, AICP and LEED AP are strongly encouraged;
9. All identified key personnel will be part of the project team.

F. REFERENCES: Provide a minimum of three (3) governmental entities with which the Proponent has completed a Comprehensive Plan and Transportation Master Plan. For each reference, include the following:

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1. Project name and location;
2. Project summary; and
2. Contact name, title, email address and telephone number;

F. COMPLIANCE WITH LAW: Provide a brief statement providing assurances that the Proponent will be cognizant of, comply with, and enforce all applicable Federal, State and Local Statutes and Ordinances.

G. PROPONENT INFORMATION QUESTIONNAIRE: The Proponent will submit, **with their proposal**, the Proponent Information Questionnaire (Attachment “B”) for their proposal to be considered responsive.

Failure to address Sections A - G in detail will be sufficient reason to eliminate a proposal from consideration.

6. SUBMISSION OF PROPOSAL

Submit one (1) original and twenty (20) copies and a CD as a pdf file of the proposal (as one file) to Matthew Lewis, CNU-A, Director of Development Services, Municipal Building – 2nd Floor, 630 East Hopkins, San Marcos, Texas 78666 by Tuesday, November 8th, 2011. The sealed envelope will be labeled as such:

DO NOT OPEN – COMPREHENSIVE PLAN
Deliver to Matthew Lewis, CNU-A, Director of Development Services
Submitted by: {Name of Proponent}

To the extent permitted by law, all documents pertaining to this RFP will be kept confidential until a contract is awarded. No information about any proposal will be released to the public until the process is complete.

7. EVALUATION OF PROPOSALS

A. EVALUATION CRITERIA: The proposals submitted in response to this RFP will be evaluated by a City appointed committee. The City will evaluate the proposals based on, but not limited to, the following criteria. For each item, reference at least one project that demonstrates the Proponent's ability for that item and the team member responsible for that project. Only team members that are identified in item D of the previous section should be used.

<u>Criteria</u>	<u>Points</u>
1. Experience preparing Comprehensive plans for governmental entities.	<u>25</u>
2. Experience with both traditional and innovative forms of public outreach and incorporating public feedback into plans.	<u>20</u>
3. Demonstrated ability to take complex information and make it understandable to the general public and graphically descriptive	<u>20</u>
4. Creating documents that are flexible, durable and have innovative Implementation techniques, as well as incorporating previous documents	<u>20</u>
5. Experience with creating Preferred Growth Corridors and Districts, including Sector Plans or similar, and Airport District Plans	<u>15</u>
6. Professional background and experience of key personnel and the project team, and identification of project team's previous work together	<u>110</u>
7. Demonstrated creativity and problem-solving related to Comprehensive Plan Development	<u>10</u>
8. Experience with integration of Economic Development Plans and recommendations with Comprehensive Plans	<u>15</u>
9. Demonstration of cohesion on working with neighborhood groups, city staff, and other stakeholders, with examples	<u>25</u>
10. Specific references for projects, including locations, personnel participating from current team, and a local point of contact	<u>10</u>
11. Participation in the Saturday, October 15 Dream San Marcos event	<u>5</u>
Total	<u>175</u>

Optional: The short-listed Proponents may be requested to provide a presentation that is worth up to an additional 75 points. Any points earned as part of this presentation will be added to the points the proponent received in the first round of the evaluation and the selection committee will determine the total number of points.

By responding to this RFP, the Proponent understands that the decision of the selection committee is final.

B. RANKING: All proposals will be reviewed and ranked according to the criteria above, and proponents may be selected for interviews or oral presentations as may be necessary. The City makes no commitment to any respondent to this RFP beyond consideration of the proposals.

Presentations for semifinalists will be held on Friday, December 2nd, 2011, with one hour allotted for each presentation.

8. AWARD OF CONTRACT

A. NEGOTIATIONS: After selection of a Proponent based on the evaluation criteria, the City may then enter into negotiations with the most successful Proponent to provide a scope of work and a price proposal for that scope.

B. INABILITY TO REACH AGREEMENT: In the event the negotiations between the most qualified proponent selected and the City cannot be completed as a result of an inability to reach agreement on the fee for services, or the scope of work to be performed, then at the option of the City, the contract may be awarded to the second most qualified Proponent. Negotiations will continue in this sequence until a contract is finalized or all proposals are rejected.

C. CONTRACT: The selection of a Proponent and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which proposal is in the City's best interest and to award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential Proponent (after proposals are opened) if such is deemed in the best interest of the City.

D. CITY COUNCIL APPROVAL: The City Council will consider the final contract for award to the selected Proponent (Principal Firm).

E. FINAL CONTRACT:

1. The selected proponent will assume responsibility for all services offered in its proposal, whether or not such services are provided by a subcontractor or joint venture arrangement. The successful Proponent will be considered the sole

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point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2. The successful Proponent (Principal Firm) will be required to enter into a written contract with the City. The City's legal terms and conditions for this contract are attached as Attachment "C". Where conflicts exist between the provisions of Attachment "C" and the provisions of this RFP, the provisions imposing greater responsibility on the successful proponent will control.
3. This RFP and the successful proponent's proposal, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the successful proponent.
4. Be advised that exceptions to any portion of the RFP may jeopardize acceptance of your proposal. If exceptions are taken to the City's Agreement, this will be clearly indicated and a full explanation given for each exception. It is required that the proposal enumerate the specific clauses that the vendor wishes to amend or delete and suggest alternative wording in the proposal. In view of the length of time involved in obtaining the approval of legal counsel, proponents are cautioned not to state that the proponent's proposal is subject to the proponent's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the proposal being deemed non-responsive, in which no further consideration or evaluation will be made.

ATTACHMENT "A"

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requestor's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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Form **W-9** (Rev. 10-2007)

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- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

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Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
For this type of account:	Give name and EIN or:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

10. ATTACHMENT "B"



Vendor Information Questionnaire

This document will be submitted with the proposal or the proposal will be considered non-responsive.

Name of Firm: _____

Principal Office Address: _____

Telephone Number: _____

Form of Ownership (check one)

() Corporation State of Incorporation/Registration _____

Date of Incorporation/Registration _____

() LLC

() Joint Venture

() Partnership: If Partnership, select one of the following: () Limited or () General

() Individual

Firm has been in business since: _____

List of Partners, Principals, Corporate Officers or Owners

Name	Title
------	-------

—

List of Corporate Directors

Name	Title
------	-------

—

1. Have you had any contracts terminated for default or other performance reasons? ☐ Yes ☐ No If yes, explain: _____

2. Has your firm been convicted of a criminal offense committed in Hays County, Texas involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? _____ If so, has the conviction occurred within three years immediately preceding either the date of submission of a proposal, or statement of qualifications or the date of award of the contract? _____

If so, explain: _____

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3. Is your firm involved in pending investigation or criminal prosecution of a criminal offense alleged to have been committed in Hays County, Texas involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? _____ If so, explain: _____

4. Does your firm have pending claims, investigations, or civil litigation involving allegations of fraud, misrepresentation, or conversion? _____

5. Does your firm have previous final judgments against the City for breach of contract, fraud misrepresentation or conversion? _____

6. Has your firm failed to timely pay/remit sales tax, property tax, or utility payments to the City of San Marcos? _____

7. Has your firm refused to execute a contract following an award by the San Marcos City Council? _____

8. Has your firm violated the anti-lobbying provisions in a current or previous City of San Marcos procurement process by making contact with a member of the San Marcos City Council prior to the award of a contract? _____ If so, explain: _____

Authorized Signature

Representing to be _____ of the Company.
Title

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

11. ATTACHMENT C

City of San Marcos, Texas

Terms and Conditions for Standard Professional/Personal Services Agreements

1. Standards of Performance

- (a) The performance of all services by the Consultant under the Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.
- (b) In performing all services under the Agreement, the Consultant will use that degree of care and skill ordinarily exercised for similar projects by professional consulting firms who possess special expertise in the types of services involved under the Agreement.
- (c) Any provisions in the Agreement pertaining to the City's review, approval and /or acceptance of written materials prepared by the Consultant and/or its subconsultants in connection with the Agreement will not diminish the Consultant's responsibility for the materials.
- (d) The Consultant will perform all of its services in coordination with the City. The Consultant will advise the City of data and information the Consultant needs to perform its services, and the Consultant will meet with City representatives at mutually convenient times to assemble this data and information.
- (e) In performing all services under the Agreement, the Consultant will comply with all local, state and federal laws.

2. City's Responsibilities

- (a) The City will provide information to the Consultant regarding the City's requirements for the Consultant's services under the Agreement. The City will furnish the Consultant with copies of data and information in the City's possession needed by the Consultant, at the Consultant's request.
- (b) The City will designate an authorized representative to act on the City's behalf with respect to the Agreement. The City will examine documents and information submitted by the Consultant, and promptly render responses to the Consultant on issues requiring a decision by the City.

3. Consultant's Records

- (a) All expense records of the Consultant related to the Agreement will be kept on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times. (applies only if the Consultant is to be reimbursed for any expenses).
- (b) The City, its auditors and federal and state agencies that have monitoring or auditing responsibilities for the Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.
- (c) The Consultant will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by the Agreement. Information provided pursuant to this paragraph will be held in strict confidence to the extent permitted by applicable law.

4. Ownership and Use of Documents

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(a) All documents prepared by the Consultant in connection with the Agreement are the property of the City whether any project related to the Agreement is executed or not.

(b) The Consultant will retain all of its records and supporting documentation relating to the Agreement, and not delivered to the City, for a period of three years, except that in the event the Consultant goes out of business during that period, it will turn over to the City all of its records relating to the Project for retention by the City.

5. Patent Fees and Royalties

(a) If applicable, the Consultant will pay all license fees, royalties, and other costs incident to the use of any invention, design, process, product or device subject to a patent right or copyright held by others in performing the work or in the completed project.

(b) The Consultant will hold harmless, indemnify and defend the City, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's and expert witness fees, arising out of any claim of infringement of a patent right or copyright in the performance of the work or the incorporation in the work of any invention, design, process, product or device.

6. Consultant as Independent Contractor

It is expressly agreed that the Consultant is an independent contractor, and not an employee, agent, partner or joint venturer with the City. The Consultant will not pledge or attempt to pledge the credit of the City.

7. Designation of Consultant's Contact Person

The Consultant agrees to designate in writing a single contact person assigned to coordinate the Consultant's performance of obligations under the Agreement. Any changes to this designation must be made by the Consultant in writing to the City.

8. Term; Termination of Agreement

(a) The term of the Agreement begins upon the date of its execution by the City, and will end upon the Consultant's completion, and the City's acceptance, of all services described in the Agreement.

(b) The Agreement may be terminated by either party upon 15 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

(c) The Agreement may be terminated at will by the City upon at least 15 calendar days prior written notice to the Consultant.

(d) In the event of termination as provided in this Section, the Consultant will be compensated for all services performed to the termination date which are deemed by the City to be in accordance with the Agreement. This amount will be paid by the City upon the Consultant's delivering to the City all information and materials developed or accumulated by the Consultant in performing the services described in the Agreement, whether completed or in progress. The expense of the reproduction of these items will be borne by the City.

9. Insurance and Indemnity

(a) The Consultant will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional wrongful acts errors or omissions of the Consultant, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims,

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demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Consultant and/or its agents and/or employees. This obligation by the Consultant will not be limited by reason of the specification of any particular insurance coverage required under the Agreement.

(b) The Consultant will procure and maintain at its own expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under the Agreement, whether performed by the Consultant or its agents, subcontractors or employees. Before commencing the work the Consultant will furnish to the City a certificate or certificates in a form satisfactory to the City, showing that the Consultant has complied with this paragraph. All certificates will provide that the policies will not be canceled until at least 30 calendar days written notice has been given to the City. Failure of the Consultant to demand a certificate or other sufficient evidence of full compliance with these insurance requirements or failure of the Consultant to identify a deficiency from the evidence that is provided as proof of insurance will not be construed as a waiver of the Consultant's obligation to maintain the required insurance coverage specified herein. Commercial general liability and motor vehicle insurance will be written with the City as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence and \$500,000 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, \$500,000 on account of any one accident and in an amount of not less than \$250,000 for property damage (3) professional liability coverage to cover lawful claims arising in connection with the Project in the combined single limit amount of at least \$500,000.00 if applicable.

(c) The stated limits of insurance required by this Paragraph are **minimum only**--they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

10. No Waiver of Immunity

The City's execution of and performance under the Agreement will not act as a waiver by the City of any immunity from suit or liability to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing the Agreement, is a governmental entity acting in a governmental capacity.

11. Remedies; No Waiver.

In the event of a default or breach of the Agreement by the Consultant, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce the Agreement with respect to one or more defaults by the Consultant will not waive the City's ability to enforce the Agreement after that time.

12. "Green" Procurement

It is the City's intent to be proactive with regard to the environment. The City encourages "Value Purchasing" of environmentally friendly products. The Consultant is encouraged to identify green solutions in performing any services under the Agreement, as appropriate.

13. Miscellaneous Provisions

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- (a) The Agreement is governed by the law of the State of Texas. The Agreement is to be performed in Hays County and exclusive venue for any dispute arising under the Agreement is in Hays County, Texas.
- (b) As to all acts or failures to act by either party to the Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act or failure to act.
- (c) The Consultant agrees not to use funds received by it under the terms of the Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.
- (d) The Consultant hereby affirms that Consultant and Consultant's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional services to the City within the two years preceding the execution of the Agreement. A campaign contribution, as defined by the Texas Election Code or the San Marcos City Code will not be considered as a valuable gift for the purposes of the Agreement.
- (e) In performing the services required under the Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Consultant agrees not to engage in employment practices which have the purpose or effect of discriminating against employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default of the Consultant of the Agreement.
- (f) All references in the Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in the Agreement.
- (g) Should any provision in the Agreement be found or deemed to be invalid, the Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.
- (h) All services provided pursuant to the Agreement are for the exclusive use and benefit of the City and the Agreement will not give rise to any rights in third parties.
- (i) The City of San Marcos is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. The Agreement and all written information generated under the Agreement may be subject to release under the Act. The Consultant will not make any reports, information, data, etc. generated under the Agreement available to any individual or organization without the written approval of the City.
- (j) In the event that the performance by either the City or the Consultant of any of its obligations under the Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.
- (k) The City and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement. The City and the Consultant may not assign, sublet or transfer any of their rights or delegate or subcontract any of their duties under or interest in the Agreement in whole or in part, without the written consent of the other. Any work or services subcontracted under the Agreement will be specified by separate written agreement and will be subject to each provision of the Agreement. The Consultant will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.
- (l) The Agreement including any appendices and referenced attachments or exhibits represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. In the event of a dispute between the parties regarding the intent of the Agreement, both parties agree that the Agreement will be construed in a manner consistent with the City's Request

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for Proposals, the Consultant's Proposal Response, and the public record of the City Council's approval of the Agreement as applicable. The Agreement may be amended only by written instrument, which must be signed by both the City and the Consultant. The San Marcos City Council must approve any such authorization of change in services or amendment if it results in a change, the compensation for which exceeds \$50,000.00.

(m) Any exhibits and/or attachments attached to the Agreement are incorporated by reference into the Agreement as though included verbatim herein. In the event of any conflict between these Terms and Conditions and the provisions of any exhibit or attachment to the Agreement, these Terms and Conditions will govern and control.

12. ATTACHMENT D

General Outline for new Master Plan based on Horizons

*All illustrated with current and past photographs, infographics, maps, etc. *

Include relevant quotes.

- Introduction/Charter Statement/Vision Statement
 - Discussion of process and community involvement
 - “How we got to where we are today and where we want to go tomorrow”
- San Marcos Today
 - Big Picture Infrastructure
 - Demographics
 - Built environment
 - History of San Marcos – include photographs, old postcards
 - Natural Environment
 - Blacklands Prairie and Edwards Plateau
 - Soil types w diagrams
 - Types of native vegetation
 - Endangered species
 - Edwards Aquifer
 - Diagrams, maps for soils, zones, how the Aquifer works
 - San Marcos River & Blanco River
 - Endangered species
 - Recreation and Conservation
- San Marcos Trends
 - Growth analysis/preferences in maps and charts
 - Census data
 - University trends
 - Housing data
 - Social data
- San Marcos Tomorrow
 - Community Vision
 - Future Land Use
 - Transportation Master Plan (including bike/ped)
 - Infrastructure & CIP
 - Community Facilities
 - Downtown Master Plan
 - Conservation Plans
 - River and watershed protection/conservation plans
 - Integrating recreation and conservation

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- San Marcos Action Plan
 - Implementation tools
 - Timelines
 - Preferred Growth Districts & Preferred Growth Corridors
 - Sector Plans
 - Land Use Recommendations
 - Airport Area Recommendations
- Maps/Appendices
 - Build-out maps/projections
 - Sensitive areas
 - Edwards Aquifer
 - San Marcos River Corridor
 - Blanco River
 - Spring Lake
 - Riparian Corridors
 - Population trends
 - Bike/ped map (as part of Transportation Master Plan)
 - Computerized traffic modeling w/planned roadway improvements
 - Future Land Use Map

Project Task	Team Members	Projected Cost	Projected Work Hours		Task Time Line							
					1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	5th Qtr	6th Qtr	7th Qtr	8th Qtr
Task 1												
Task 1a												
Task 1b												
Task 1c												
Subtotal Cost		\$ -										
Task 2												
Task 2a												
Task 2b												
Task 2c												
Subtotal Cost		\$ -										
Task 3												
Task 3a												
Task 3b												
Task 3c												
Subtotal Cost		\$ -										
Note: Continue to List Tasks and Subtasks												
Continue Subtotal of Cost for each Task for all Scoped items												
Provide Total Cost seperated by Principal Firm and Subcontractors												
Subcontractor Costs		\$ -										
Principal Firm Costs		\$ -										
Other charges		\$ -										
Copying and other Misc Charges listed		\$ -										
Travel and other associated Cost Listed		\$ -										
Overhead charges		\$ -										
Total charges		\$ -										